

DISCLOSURE SCHEDULE

This Disclosure Schedule (these “Schedules”) is delivered in connection with the Asset Purchase Agreement, dated as of October 8, 2018 (the “Agreement”). All capitalized terms used but not otherwise defined herein shall have the meanings as defined in the Agreement.

The information disclosed in these Schedules is disclosed in furtherance of, and should not be used for any purpose except in furtherance of, the transactions contemplated by the Agreement.

Nothing in these Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Inclusion of any item in these Schedules (i) does not constitute an admission or indication that such item or matter is material or would have a Material Adverse Effect, (ii) does not represent a determination that such item did not arise in the ordinary course of business, and (iii) shall not constitute, or be deemed to be, an admission to any third party concerning such item.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and shall be interpreted and applied as part of the Agreement. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent that the application to such other Schedule, without independent knowledge on the part of the reader, is readily apparent on the face of such disclosure. The disclosure of any matter or item in these Schedules shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed.

Schedule 1.01(a)

Employees

1. ARGUELLES, JOSEPH P
2. ATKINSON, SARAH
3. BAZLU, ALVI
4. BERTON, ALEC
5. BOLING, JERICO
6. BURKEPILE, MARCUS DUANE
7. COTTO, WILLIAM
8. DAVIS, EMMANUEL D
9. DAVIS, SARA
10. DELACRUZ, LUIS G
11. DOZIER, RACQUETTA S
12. ELAIHO, CORDELIA
13. GATCHALIAN, SARAH JOY
14. HALL, JOSHUA
15. JOHNSON, MARIE C
16. JONES, AMIRA
17. KEMP, YVONNE R
18. KIRKENDOLL, HANS
19. LARA PEREZ, SANDY
20. LETO, MADISON C
21. MARTINEZ, BRIAN
22. MEDINA, ADRIALIS
23. MENDOZA, HECTOR
24. NAJIMY, CHRISTOPHER NORMAN
25. NEGRON, TARA
26. OESTREICH, ROBERT
27. RAMIREZ, YARED
28. SCARBOROUGH, BRANDON THOMAS
29. STEVENS, DAEMYNN JAY
30. VANDERWATER, HOPE
31. WILSON, ISIS
32. WOOD, AMELIA JOSEPHINE
33. YOUNG, BENJAMIN
34. ADAMICK, DAVE
35. ALVARADO, FERNANDO K
36. CAMAS, MANUEL
37. CARRANZA, SILVANA
38. GOMEZ, FAUSTO
39. LEYVA CASTANON, CRISOFORO
40. MARTENSSON, HAKAN
41. PERDOMO, HARIM
42. PEREZ, BERNARDO
43. PRATADAJA, BUDIHARTO
44. RODRIGUEZ, JOELIS
45. ROMERO, EDUARDO
46. SOTO, ADAM ISRAEL
47. TORRES, ANGEL

- 48. ULFVES, KALLE E
- 49. WU, ANGELA
- 50. AKERLUND, LARS
- 51. KHOURY, LENA
- 52. VARGAS, JOSE
- 53. WORTHAM, NATALIE

Schedule 1.01(b)

Permitted Encumbrances

All of Seller's secured liabilities and obligations to the Small Business Administration.

Schedule 2.01

Purchased Assets; Assigned Contracts

Purchased Assets

1. All of the assets located at 824 10th Avenue, New York, NY 10019, as set forth on Attachment 1 to Schedule 2.01.
2. All of the assets located at 611 Fifth Avenue, New York, NY 10022, as set forth on Attachment 2 to Schedule 2.01.
3. All of the assets located at 41 W. 58th Street, New York, NY 10019, as set forth on Attachment 3 to Schedule 2.01
4. All of the assets located at 114 W. 41st Street, New York, NY 10036, as set forth on Attachment 4 to Schedule 2.01.
5. All of the assets located at 157 7th Avenue, New York, NY 10011, as set forth on Attachment 5 to Schedule 2.01.
6. All of assets located at 66 Pearl Street, New York, NY 10004, as set forth on Attachment 6 to Schedule 2.01.
7. All of the assets located at 450 Washington Street, New York, NY 10013, as set forth on Attachment 7 to Schedule 2.01.
8. All of the assets located in the storage unit at 32 School St., Upper Level, Yonkers, NY 10701, as set forth on Attachment 8 to Schedule 2.01.
9. All intellectual property (domestic and worldwide), including, but not limited to trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, and trade secrets.

Assigned Contracts

1. Lease Agreement dated as of July 8, 2009, as amended by that First Amendment of Lease, by and among 66 Blue Pearl Retail LLC, 66 Blue Pearl Retail II LLC, 66 Blue Pearl Retail ISG LLC and Pachanga Inc.
2. Lease Agreement dated December 1, 2013, by and between 824 Tenth Avenue Company LLC and Pachanga Inc.
3. Lease Agreement dated December 27, 2011, by and between Truffles II, LLC and Corossol, LLC.
4. Lease Agreement dated December 27, 2011, by and between Truffles II, LLC and Pachanga Inc.
5. Lease Agreement dated February 17, 2006 (as amended), by and between 40 CPS Associates, LLC (successor in interest to Forty Central Park South, Inc.) and Pachanga Inc.
6. Letter Agreement for Temporary License of Space for Pop-Up Shop dated January 31, 2018, by and between Saks & Company LLC and Pachanga Inc.
7. Equipment Lease Agreement dated May, 14, 2015, by and between Apple Financial Services and FIKA Espresso Bars LLC.
8. Equipment Finance Agreement #0708710.301 dated October 27, 2016, by and between Lynco Financial Services and Pachanga Inc.
9. Equipment Finance Agreement #0708710.302 dated February 14, 2017, by and between Lynco Financial Services and Pachanga Inc.
10. Equipment Finance Agreement #708710.303 dated August 29, 2017, by and between Lynco Financial Services and Pachanga Inc.
11. Automobile Lease Agreement by and between Ford Motor Credit Company and Pachanga Inc.

12. Payroll Services Agreement by and among Paycom Payroll LLC, MILA Solutions LLC and Pachanga Inc.
13. Equipment Lease Agreement #101285 dated September 12, 2017 by and between Hitachi Capital America Corp. (as assignee of Strategic Equipment Finance, LLC) and FIKA Espresso Bars LLC
14. Equipment Lease Agreement dated September 23, 2017, by and between Strategic Equipment Lease and Pachanga, Inc.
15. The following Insurance Policies from Travelers Casualty Insurance Company of America: (i) Commercial Liability Insurance Policy #680-3H151355-17-42; (ii) Commercial Excess Liability Insurance Policy #CUP-4H#78639-17-42; and (iii) Commercial Automobile Coverage Policy #BA-4H449747-17-SEL.

Schedule 2.01(e)

Bankruptcy Claims

Grease Removal (RUSSEL REID)
RJS Pest Control
IESI Garbage removal
ConEd
FedEx
Shopkeep
Nuts.com
American Chocolate Designs
NYB Distributors
Biscoff.com
SKS Bottle and Packaging
Haram Christensen
DSA Factors
US FOODS
IMPERIAL
BARTLETT
UNIQUE COFFEE
CLW
MARVE
AGRI EXOTIC
NOBLE INGREDIENTS
AOI MATCHA
PARIS GOURMET
REVERE GROUP
FODERA FOODS
AUI

Schedule 2.02(e)

Excluded Assets

Agreement of Lease dated July 19, 2014, as amended by First Amendment dated September 21, 2015, by and between Pachanga Inc. and FIKA 157 7th Avenue LLC.

Retail Lease dated November 15, 2013, by and between Klaus Kretschmann as court appointed receiver for 113-119 West 40th Street, New York, NY and Pachanga Inc.

Schedule 2.03(f)

Certain Assumed Liabilities

All of Seller's secured liabilities and obligations to the Small Business Administration.

Schedule 4.03

No Conflicts; Consents

None.

Schedule 4.04

Title

None.

Schedule 5.11

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Schedule 7.02(e)

Consents Required for Closing

None.

Attachment 1 to Schedule 2.01

824 10th Avenue		
Seating Area		
communal table		1
4 top marble table		3
2 top marble table		8
2 top wood table		2
round white table		1
round wood table		3
oval marble table		3
red stool		10
green fabric chair		4
orange chair		6
red chair		21
green chair		22
blue chair		12
grey lounge chair		12
red bench		1
milk station		1
Counter Area		
drop sink		1
refrigerated display case		3
dishwasher		1
low boy refrigerator		3
coffee brewer - Fetco		1
espresso machine - Synesso		1
espresso grinder - Kompak		2
brew grinder - Bunn		1
ice machine		1
ipad		2
register drawer		1
laptop - HP		1
Sonos speakers		3
cordless phone - AT&T		1
retail grinder - Bunn		1
Kitchen		
low boy refrigerator		4
microwave		1
oven/ stove - Vulcan		2
oven - Vulcan		1
steamer - Vulcan		1
standing refrigerator		1
walk in refrigerator - Kason		2
3 compartment sink		1
Basement/ Storage		
dishwasher		1
green chair		1
red chairs		2
orange chairs		1
small marble tables		2
percolators		2
3 group espresso machine - Synesso		1
coffee brewer - Fetco		1
milk station		1
retail grinder - Bunn		1
Husky motor		1
black shelf		2
shop vac		2
standing freezer		1
milk station		1
Coffee urn - Luxus		2
Iced coffee dispenser		2
Coffee cambros		4
espresso grinder - Kompak		2
Bakery		
low boy refrigerator		1
low boy freezer		1
bread slicer - oliver		1
deck oven - Revent		1
rack oven - revent		2
sheeter - Fritsch		1
mixer - Escher		1
mixer - All Bake		1
proofers		1
blast freezer - Piper Products		1
walk in freezer		1
standing refrigerator		2
mixer - Kitchen Aid		1
microwave		1
induction burner		1
water dispenser - STM Products		1
Office		
Rolling cart		1
White bookcase		4
Grey desk		3
Brown bookcase		3
Grey filing cabinet		1
Metro shelf		4
Orange desk		5
Desk chair		7
Wood table		1
Orange chairs		6
Register drawer		1
Poster printer		1
Printer		2
iPads		3
Monitors		5
Laptops		6
Desktops		3

Attachment 2 to Schedule 2.01

611 Fifth Avenue

Seating area	
oval marble table	2
red stool	12
green fabric chair	3
orange chair	12
milk station	1
white shelf	2
Counter area	
Drawer refrigerator	1
low boy refrigerator	2
coffee brewer - Fetco	1
espresso machine - Synesso	1
espresso grinder - Compak	2
brew grinder - Bunn	1
ice machine	1
ipad	2
register drawer	1
retail grinder - Bunn	1

Attachment 3 to Schedule 2.01

41 W 58th Street

Seating Area	
orange stool	9
green stool	4
milk station	1
Counter area	
Standing beverage refrigerator	1
refrigerated display case	2
dishwasher	1
low boy refrigerator	1
coffee brewer - Fetco	1
espresso machine - Synesso	1
espresso grinder - Compak	2
brew grinder - Bunn	1
ice machine	1
ipad	1
register drawer	1
Sonos speakers	1
retail grinder - Bunn	1
Kitchen	
low boy refrigerator	2
Microwave	1
Standing refrigerator	1
white shelving unit	2
oven - Moffat	1
induction burner	2
cordless phone - AT&T	1
Computer - Asus	1
Standing freezer	1
Basement/ office	
Standing stainless freezer	1
Standing white freezer	1
Metro shelf	4
Laptop	1
Printer	1

Attachment 4 to Schedule 2.01

114 W 41st Street

Seating area	
communal table	3
4 top marble table	1
2 top marble table	7
Hanging marble 2 top table	6
round white table	1
round marble cocktail table	2
red stool	12
grey stool	14
grey lounge chair	15
milk station	1
Butcher block cart	1
Counter area	
drop sink	1
refrigerated display case	2
dishwasher	1
low boy refrigerator	3
coffee brewer - Fetco	1
espresso machine - Synesso	1
espresso grinder - Compak	2
brew grinder - Bunn	1
ice machine	1
ipad	2
register drawer	2
laptop - Acer	1
Speakers	3
receiver	1
retail grinder - Bunn	1
Kitchen	
low boy refrigerator	3
microwave	2
soup warmer	2
oven - Moffat	2
induction burner	3
cordless phone - AT&T	1
Walk in refrigerator	1
Standing freezer	2
3 compartment sink	1
Dishwasher	1
Metro shelf	6
Ice machine	1
Basement/ Storage	
Grey lounge chair	1
Orange chair	4
4 top white table	1
Rolling cart	1
Wall hanging table	1
ADT monitors - Gateway	2
Wine machine	6
Wine refrigerator	1
Induction burners	7
Register drawer	8
File cabinet white	1
Microwave	3
Panini press	9
Double soup warmer	1
Receiver	3
Speakers	8
Printers	8
Projectors	2
Double brewer - Fetco	1
Single brewer - Fetco	1
Retail grinder - Bunn	1
Silver espresso grinder - Compak	1
Black espresso grinder - Compak	1
Tall urns	3
Short urns	2
2 top marble cocktail table	1
2 top marble table	1
Grey wood outdoor chair	1
Metro shelf	17
Red stool	1
Brown outdoor table	1

Attachment 5 to Schedule 2.01

157 7th Avenue

Seating area	
2 top marble table	4
2 top wood table	2
round wood cocktail table	2
oval marble table	2
4 top divided white table	1
red stool	5
grey stool	7
green fabric chair	4
orange chair	8
red chair	4
grey lounge chair	8
Milk station	1
Counter area	
drop sink	1
refrigerated display case	2
Drawer refrigerator	1
wine refrigerator	1
low boy refrigerator	2
coffee brewer - Fetco	1
espresso machine - Synesso	1
espresso grinder - Compak	2
brew grinder - Bunn	1
ice machine	1
ipad	1
register drawer	1
Speakers	2
receiver	1
retail grinder - Bunn	1
low boy refrigerator	1
microwave	1
Standing refrigerator	1
Standing freezer	1
oven - Turbofan	1
induction burner	2
cordless phone - AT&T	1
3 compartment sink	1
Laptop	1
Metro shelf	1
Dishwasher	1
printer - HP	1

Attachment 6 to Schedule 2.01

66 Pearl Street

Seating Space	
communal table	2
4 top marble table	4
round white table	1
round wood table	3
orange stool	12
green fabric chair	5
orange chair	9
grey lounge chair	12
milk station	1
white shelf	1
Counter Area	
drop sink	1
refrigerated display case	2
dishwasher	1
wine refrigerator	1
low boy refrigerator	4
coffee brewer - Fetco	1
espresso machine - Synesso	1
espresso grinder - Kompak	1
brew grinder - Bunn	1
ice machine	1
ipad	1
register drawer	1
laptop - Dell	1
Sonos speakers	1
receiver	1
retail grinder - Bunn	1
Kitchen	
low boy refrigerator	3
microwave	2
soup warmer	2
white shelving unit	3
oven - Moffat	1
induction burner	1
cordless phone - AT&T	1
monitor - HP	1
keyboard	1
printer - Brother	1
Basement/ Storage	
ice machine	1
dishwasher	1
black desks	2
black filing cabinets	1
rolling file cabinet	3
black shelving unit	2
red chairs	2
orange charis	1
small marble tables	3
black stools	8
black office chair	1
white low freezer	1
stacking freezer	3
retail grinder - Bunn	4
espresso grinder - Compak	9
brew grinder - Bunn	2
3 group espresso machine - Synesso	1
double brewer - Bunn	1
green fabric chair	1
red fabric chair	1
red stool	1
orange stool	4
round black cocktail table	1
coffee brewer - Fetco	1
iced coffee dispenser	2
Coffee urn - Luxus	7
Metro shelf	9
4 top marble table	3
Sonos speaker	1

Attachment 7 to Schedule 2.01

450 Washington Street

Seating area	
communal table	1
2 top marble table	5
round white table	1
oval marble table	4
orange stool	2
red stool	6
Grey stool	8
Purple stool	3
orange fabric chair	5
green velvet sectional	1
green chair	10
grey lounge chair	12
milk station	1
white display table	1
Counter area	
drop sink	1
refrigerated display case	2
low boy refrigerator	2
coffee brewer - Fetco	1
espresso machine - Synesso	1
espresso grinder - Compak	2
brew grinder - Bunn	1
ice machine	2
ipad	1
register drawer	1
Sonos speakers	3
Cold brew dispenser	1
retail grinder - Bunn	1
Kitchen	
low boy refrigerator	3
microwave	1
soup warmer	1
oven - Turbofan	1
induction burner	1
cordless phone - VTech	1

Basement/ Storage	
Printer - HP	1
Red chair	2
Folding table	1
Green desk chair	1
Robot Coupe	1
Double brewer - Fetco	1
Standing refrigerator	1
Standing freezer	1
HP desktop computer	1
Printer - HP	1
black stool	1
Orange chairs	2
Plastic outdoor chairs	12
Metro shelf	6
Plastic outdoor tables	4
Washer & Dryer - LG	1
Chocolate factory	
Cooling tower - Selmi	1
Pan coating machine - Selmi	1
Tutu no One Shot - Selmi	1
Plus X Tempering Machine - Selmi	2
R200 Enrobing Belt - Selmi	1
Prefamac Melter 80 Kilos	1
Prefamac Melter 30 Kilos	1
Fire Mixer Cooker - Savage Bros	1
Melting Tank - Savage Bros 100 kilos	2
Robot Coupe R2	1
Microwave	1
Dispenser	1
Kitchen Aid 5 Qt	1
Robot Coupe R30	1
Ganoche Guitar	1
Dehydrator	1
Speed Racks	18
Walk In Freezer	1
Walk In Refrigerator	1
3 marble tabkes	3
Induction stovetop	8
Stainless tablets	4
3 compartment sink	1
Dishwasher	1
Metro shelf	7
Oven - Moffat	1
Rolling cabinet	1

Attachment 8 to Schedule 2.01

32 School Street

communal table	3
4 top marble table	8
2 top marble table	3
2 top wood table	3
oval marble table	4
orange stool	18
red stool	6
green stool	15
Wooden stool	26
orange fabric chair	4
green fabric chair	6
orange chair	22
red chair	18
green chair	21
grey chair	16
grey lounge chair	30
refrigerated display case	16
milk station	4
drop sink	4
dishwasher	7
wine refrigerator	1
low boy refrigerator	12
ice machine	6
microwave	7
Black folding chairs	4
Standing freezer	4
Red push cart	
Standing refrigerator	5
Metro shelf	35
oven	6